

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff

JEREMY T. NAFTEL, SBN 185215
jnaftel@martensonlaw.com
ACE T. TATE, SBN 262015
atate@martensonlaw.com
MARTENSON, HASBROUCK & SIMON LLP
455 Capitol Mall, Suite 601
Sacramento, California 95814
Tel.: (916) 970-1430 / Fax: (916) 538-6524

Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

Coordination Proceeding
Special Title (Rule 3.550)

**UNIVERSAL BUILDING WAGE AND
HOUR CASES**

This Document Relates to the Following Case:

*Monge v. Universal Building Maintenance,
LLC, et al.*
Orange County Superior Court
Case No. 30-2020-01140656-CU-OE-CXC

Case No.: JCCP 5192

*COORDINATION TRIAL JUDGE: HON. RANDALL
J. SHERMAN, DEPT. CX105*

**JOINT STIPULATION TO AMEND
JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE**

1 Named Plaintiff ROSA NOLASCO MONGE (“Plaintiff”) and Defendants UNIVERSAL
2 BUILDING MAINTENANCE, LLC; ALLIED UNIVERSAL JANITORIAL SERVICES, LLC;
3 UNIVERSAL SERVICES OF AMERICA, LP; ALLIED UNIVERSAL SECURITY
4 SERVICES; and ALLIED UNIVERSAL (collectively “Defendants”) (Plaintiff and Defendants
5 collectively referred to as the “Parties”), by and through their respective counsel of record,
6 **HEREBY STIPULATE AND AGREE** to amend the Joint Stipulation of Class Action
7 Settlement Release previously executed by the Parties on or about July 15, 2022 (“Settlement
8 Agreement”) as permitted by paragraph 70 of the Settlement Agreement, as follows:

9 1. Paragraph 25, page 5, line 4 of the Settlement Agreement: the word “Actions”
10 shall be replaced with the singular word “Action”.

11 2. Paragraph 37, page 8, lines 13-14 of the Settlement Agreement stating “Individual
12 Settlement Payments will be designated as 25% wages and 75% non-wages” shall be replaced
13 with “Individual Settlement Payments will be designated as 33 1/3% wages and 66 2/3% non-
14 wages”.

15 3. Paragraph 37(b), page 8, line 24 of the Settlement Agreement stating that “The
16 Net Settlement Amount will be calculated by” shall be replaced with “The Individual Settlement
17 Payment will be calculate by”.

18 4. Paragraph 44, page 10, lines 25-28 of the Settlement Agreement stating “The
19 Settlement Administrator will decide the dispute. Defendant’s records will be presumed correct,
20 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and
21 will make the final decision as to the merits of the dispute” shall be replaced with “The Settlement
22 Administrator and the Parties will attempt to resolve any such dispute, but the Court ultimately
23 will decide any unresolved dispute”.

24 5. Paragraph 52, page 13, lines 10-12 stating that “Any attorney who represents a
25 Class Member objecting to this Settlement must file a notice of appearance with the Court on or
26 prior to the Response Deadline and serve Class Counsel and Defense Counsel” shall be stricken.

27 6. Paragraph 57 of the Settlement Agreement stating “All Individual Settlement
28

1 Payments will be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual
2 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii)
3 Seventy-Five Percent (75%) will be allocated as non-wages for which IRS Forms 1099-MISC
4 will be issued” shall be replaced with “All Individual Settlement Payments will be allocated as
5 follows: (i) Thirty-Three and One-Third Percent (33 1/3%) of each Individual Settlement
6 Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Sixty-Six
7 and Two-Thirds Percent (66 2/3%) will be allocated as non-wages for which IRS Forms 1099-
8 MISC will be issued.”

9
10 **IT IS SO STIPULATED.**

11 Dated: December 21, 2022

PROTECTION LAW GROUP, LLP

13 By: 

14 Heather Davis
15 Amir Nayebdadash
16 Priscilla Gamino
17 *Attorneys for Plaintiff*
18 ROSA NOLASCO MONGE

19 Dated: December 21, 2022

MARTENSON, HASBROUK & SIMON LLP

20 By: 

21 Jeremy T. Naftel
22 Ace T. Tate
23 *Attorneys for Defendants*
24 UNIVERSAL BUILDING MAINTENANCE,
25 LLC; ALLIED UNIVERSAL JANITORIAL
26 SERVICES, LLC; UNIVERSAL SERVICES
27 OF AMERICA, LP; ALLIED UNIVERSAL
28 SECURITY SERVICES; and ALLIED
UNIVERSAL